## REGULAR MEETING OF THE HARTSVILLE/TROUSDALE COUNTY COMMISSION MONDAY, FEBRUARY 23, 2015 7:00 P.M.

## **AGENDA**

1.	Open Court
2.	Invocation - Michael Satterfield
3.	Pledge to the American Flag – 4-H Club Member
4.	Roll Call – Rita Crowder
T.	Approval of Minutes he minutes of the previous meeting have been distributed. Are there any changes recorrections to the minutes? If there are no corrections, the minutes are pproved as distributed.
6.	Announcements Recognition of 4-H Club Program Revised Metropolitan Charter
7.	Amendments to Agenda/Approval of Agenda
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8.	Citizens' Response to Agenda Items
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9.	COUNTY MAYOR REPORT – Carroll Carman

1. Update on Disaster Grant funded projects - Old Coop Bldg

2. Fire Hall Bid Process

- 10. COMMITTEE ACTIONS AND REPORTS...
- A. Audit Committee Bill Fergusson
- B. Budget and Finance Committee Mark Beeler
- C. Charter Review Committee Jim Falco
- D. Codes & Zoning Enforcement Committee Wayne Brown
- E. County Buildings Committee John Oliver
- F. Economic Development Committee Andy Jellison
- G. Emergency Services Committee David Nollner
- H. Employee/Personnel Committee Bill Fergusson
- I. Insurance Committee Bubba Gregory
- J. Law Enforcement Committee Bubba Gregory
- K. Local Emergency Planning Committee Ken Buckmaster/Peggy Taylor
- L. Metro Communications Committee Mark Beeler
- M. Parks & Recreations Committee Bubba Gregory
- N. Professional Services Committee Mayor Carroll Carman
- O. Prison Oversight Committee Mark Beeler
- P. Purchasing Oversight Jerry Ford
- Q. Solid Waste Committee Richard Johnson
- R. Other Committee Reports ...
- 11 OLD BUSINESS -
- 12. NEW BUSINESS -
  - A. Appointments to Committees, Boards, and Commissions
    - 1. Board of Equalization Elizabeth Harper 2 year term, Sept 2014-2016
  - B. Resolution No. 2015-07-486 A resolution to approve the award of bid for the Communication Tower
  - C. Resolution No. 2015-08-487 A resolution to fund the bridge loan for water and sewer projects through TMBF
  - D. Resolution No. 2015-09-488 A resolution to approve the NACO U.S. Communities Cooperative Purchasing Master Agreement
  - E. Resolution No. 2015-10-489 A resolution to request modification of TCA 67 regarding delinquent tax sales on certain property
  - F. Resolution No. 2015-11-490 To authorize Hartsville/Trousdale County Metropolitan Government to use direct deposit as the method of paying employees

## G. BUDGET AMENDMENTS:

- 1. Schools \$19,000 to fund 1.4% salary increase for non-certified employees 101 Fund Balance
- 2. Sheriff Jail \$10,000 to fund purchase of commercial washer and dryer for jail Revenue source Prisoner Board Bill
- 3. General Fund \$6,504 to fund Computer Maintenance and Equipment Revenue source Building Permit fees
- 4. General Fund \$3,500 to re-appropriate funds for County website construction begun in 2013 Revenue source State income tax funds
- H. Notaries:
- I. Adjournment

JANUARY 26, 2015 – HARTSVILLE/TROUSDALE COUNTY COMMISSION MEETING BE IT REMEMBERED, That the Honorable Hartsville/Trousdale County Commission met pursuant to adjournment, with the Honorable Mark Beeler, Commission Chairman presiding and the following commissioners present to wit: Kendra Belcher, Wayne Brown, Shane Burton, Gary Claridy, Don Coker, Bill Fergusson, Jerry Ford, Bubba Gregory, Richard Harsh, Linda Johnson, Richard Johnson, Johnny Kerr, James McDonald, David Nollner, John Oliver, Michael Satterfield, Steve Whittaker and Rance Muirhead.

- 1. Open Court Sheriff Ray Russell
- 2. Invocation Steve Whittaker
- 3. Pledge to the American Flag Gary Claridy
- 4. Roll Call Rita Crowder
- 5. Approval of Minutes Minutes stand approved as distributed.
- 6. Announcements... Commissioners need to have their pay sheets turned in to the Mayor's office. All elected officials need to file their Ethics Disclosure with the State by Jan. 31st. Mr. Beeler wanted to express the county's appreciation to Mr. Stanley Holder for the gift of the land that he has transferred to the County.
- 7. Amendments to Agenda/Approval of Agenda Amend the Agenda under New Business Item H. Hwy. Commissioner 2 yr. appointment instead of 4. Add Margie Foster to the Planning Commission.

Motion this court approve this agenda as amended. Motion by Wayne Brown, Second by Gary Claridy

**MOTION CARRIED** 

- 8. Citizens' Response to Agenda Items None Presented.
- 9. County Mayor Report Carroll Carman
  - 1. Update on Disaster Grant funded projects Old Coop Bldg. Still waiting on a letter approving funds for this project. Even though the letter hasn't been received Mayor Carman is 99% sure that it will be approved per his conversations with Brooksey Carlton.
  - 2. Sidewalk Planning Grant Planning is still in the process stage. Reports sound promising.
  - 3. Professional Selection Committee (Project Engineers) This committee consists of Mark Beeler, Steve Burrow, and Mayor Carman. They have selected Barge, Wagner, Sumner, & Cannon as the Engineering firm for the 2015 CDBG Grant.
  - 4. Fire Hall Bid Process Lewis Beasley Construction was awarded the bid for this project. His plans are to begin sometime during the first week of February. We received an invoice from AT&T to move two telephone poles on this property for \$10,719.00.
- 10. Committee Action & Reports...
  - A. Audit Committee Bill Fergusson Have not met.
  - B. Budget and Finance Committee Mark Beeler The committee met and reviewed the county financial statement. The county is in excellent shape at this time. All budget amendments on the agenda for tonight have been recommended for approval.
  - C. Charter Review Committee Have not met.

- D. Codes & Zoning Enforcement Committee Wayne Brown Have not met.
- E. County Buildings Committee John Oliver A meeting is scheduled for Thursday, Feb. 12<sup>th</sup> @ 6:30 p.m. in the downstairs courtroom.
- F. Economic Development Committee Mark Beeler the committee met and discussed the overall Economic Development for the county. He challenged the committee to meet, identify, and come up with standards for creating industrial incentives that could work for any company or business seeking to locate here.
- G. Emergency Services Committee David Nollner Have not met.
- H. Employee/Personnel Committee Bill Fergusson The committee has started the ground work as far as looking into personnel policies and trying to streamline these. They would like to have them to read the same, or close to it, as possible. MTAS could assist this process at no charge.
- I. Insurance Committee Bubba Gregory Have not met.
- J. Law Enforcement Committee Bubba Gregory A meeting is scheduled for Feb. 5<sup>th</sup> @ 7:00 p.m. @ City Hall.
- K. Local Emergency Planning Committee Ken Buckmaster/Peggy Taylor The committee met on Jan. 13<sup>th</sup> and discussed the status of a working EOC. Ken Buckmaster feels that the director should have a CB radio. He thinks can get a good deal on one for him. The next meeting is scheduled for April 7<sup>th</sup> @ 6:00 p.m. in the downstairs courtroom.
- L. Metro Communications Committee Mark Beeler The committee has met several times since Nov. Lance Howell was given the go ahead to go live. In the next few weeks, all county employees will be assigned an e-mail address.
- M. Parks & Recreation Committee Bubba Gregory A meeting is scheduled for March 5<sup>th</sup> @7:00 p.m. in the downstairs courtroom.
- N. Professional service Committee Mayor Carroll Carman Mayor Carman addressed this in his previous report.
- O. Prison Oversight Committee Mark Beeler Have not met.
- P. Purchasing Oversight Jerry Ford Have not met.
- Q. Solid Waste Committee Richard Johnson Have not met.
- R. Other Committee Reports... None

#### 11. OLD BUSINESS -

Budget Amendment – Provide a full time assistant for Building Inspector office. (Action Deferred until January 2015) – Mayor Carman asked that this be removed from the agenda.

#### 12. NEW BUSINESS -

 A. Resolution #2015-01-480 – A resolution for 2015 CDBG Grant Utilization Water Sewer Dept. Motion this court approve this Resolution.
 Motion by John Oliver, Second by Richard Harsh

MOTION CARRIED

B. Resolution #2015-02-481 – A Resolution to Support Ft. Campbell and Prevent Funding Cuts

Motion this court approve this Resolution. Motion by Jerry Ford, Second by Bubba Gregory

#### MOTION CARRIED

C. Resolution #2015-03-482 – A Resolution Revising and Approving the Hartsville/Trousdale County Road List

Motion this Court approve this Resolution.

Motion by Wayne Brown, Second by James McDonald

MOTION CARRIED

D. Resolution #2015-04-483 – A Resolution Authorizing the Issuance of Capital Outlay Notes Not to Exceed \$500,000 for Building Purchase

Motion this court approve this Resolution.

Motion by Jerry Ford, Second by Bill Fergusson

MOTION CARRIED

E. Resolution #2015-05-484 – A Resolution to Offer an Acceptable Cafeteria Plan for County Health Insurance

Motion this court approve this Resolution.

Motion by Johnny Kerr, Second by Jerry Ford

MOTION CARRIED

F. Resolution #2015-06-485 – Initial Resolution authorizing the incurrence of indebtedness by the Hartsville/Trousdale County Government of not to exceed \$7,000,000 by the execution of a loan agreement to provide funding for water and sewer system improvements.

Motion this court approve this Resolution.

Motion by John Oliver, Second by Steve Whittaker

**MOTION CARRIED** 

G. Certificate and Letter of Appreciation to Stanley Holder
The Mayor will be presenting Mr. Stanley Holder with a plaque for his generosity to the county.

- H. Appointments to Committees, Boards, and Commissions
  - 1. Board of Equalization 2 year term, Sept. 2014-2016 Still do not have anyone for this position.
  - 2. Beer Board 1 Appt. 4 year term Jan. 2015-19 Kirk Sutherland
  - 3. Industrial Dev. Board 2 Appts. 4 year term Jan. 2015-19: Kenny Martin

Michael Crenshaw

- 4. Zoning Appeals Board 1 Appt. 4 year term Jan. 2015-2019 Mike Cornwell
- 5. Planning Commission 1 Appt. 4 tear term Jan. 2015-2019 Johnny Kerr, Margie Foster
- 6. Housing Authority 1 Appt. Gloria Woodard
- 7. Highway Commission 1 Appt. 2 year term Bobby Joe Lewis
- 8. Agriculture Committee Freda Cornwell

Motion this court approve appointments 2. Thru 8. Motion by David Nollner, Second by Wayne Brown

MOTION CARRIED

- I. Budget Amendments:
  - 1. School State Grant Office of Principal \$3,580
  - 2. School USDA Food Services \$1,532.74
  - 3. School Insurance Recovery Transportation Equipment \$16,078.75
  - General Fund \$25,000 for purchase of White Exxon Bldg. Fund Balance Motion this court approve this budget amendment. Motion by Jerry Ford, Second by Wayne Brown

## ROLL CALL, BOOK PAGE 111 - 18 YES, 0 NO, 2 ABSENT

MOTION CARRIED

 General Fund – Library - \$7,500.00 remodeling – Library Reserves Fund Motion this court approve this budget amendment. Motion by John Oliver, Second by Richard Johnson

ROLL CALL, BOOK PAGE 111 - 18 YES, 0 NO, 2 ABSENT

MOTION CARRIED

 General Fund – Payment shortage for General Sessions Judge - \$259.00 – Fund Balance Motion this court approve this budget amendment.
 Motion by Richard Harsh, Second Michael Satterfield

ROLL CALL, BOOK PAGE 111 - 18 YES, 0 NO, 2 ABSENT

MOTION CARRIED

- 7. General Fund Sheriff Dept. Sale of Scrap and Equipment to Workhouse Fund \$7,729
- 8. General Fund Forestry Grant \$3,000 Motion this court approve Budget Amendments 1,2,3,7, and 8 together. Motion by Johnny Kerr, Second by David Nollner

MOTION CARRIED

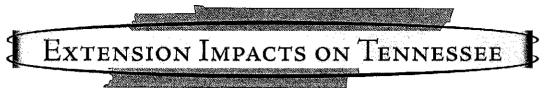
J. Notaries: Debra Brown and Pamela R. Farmer Motion this court approve these Notary applications. Motion by David Nollner, Second by Gary Claridy

MOTION CARRIED

K. AdjournmentMotion this court adjourn.Motion by Wayne Brown, Second by David Nollner

MOTION CARRIED





## **Trousdale County 2014**

## We provide education...

that produces solutions to societal, economic and environmental issues. We teach Tennesseans in the places they live, work and play through hundreds of programs. Our efforts are based on local needs, research and a commitment to improve the quality of life.

Reaching Trousdale County			
Method	Number of methods	Contacts Reached	
Meetings/ Demonstrations	420	7180	
Client Visits	91	111	
Targeted Mail/Telephone Consultations	192	10572	
On-site Visits	111	182	
Extension Volunteers			
Volunteers Hours	240		
Total Clientele Reached by Volunteers	778		

## Beef & Forage Program

Trousdale County's main agricultural enterprise is beef and forage production. Macon, Smith and Trousdale Co. held two Master Beef Producer Programs that trained well over 100 beef producers from several counties in 2014. We also held meetings and field days to discuss forages, weed control, animal health and TAEP updates.

- 28 producers have utilized hay storage structures.
- 36 producers have utilized E.P.D.s to select higher quality bulls.
- 36 producers followed BQA guidelines.
- 24 producers sprayed for broadleaf weed control.
- 230 producers adopted/performed UT Extension management practices and added value of \$298,533 to their operations.

## Other Agriculture Programs

The Trousdale County Extension Office carries out a variety of other agriculture programs and trainings in the county.

- Private Pesticide Applicator trainingstrain farmers on proper use of pesticides and pesticide application.
- Tobacco Good Agricultural Practices-GAP is required for tobacco producers to market their tobacco. Extension organizes the meetings, trainings conducted by state specialist.
- Numerous farm visits for pest diagnosis on crops, gardens, ornamentals, and a wide variety of other topics.

## **Agricultural 4-H Opportunities**

Youth in Trousdale County are offered a wide variety of agricultural activities in which to participate. Judging events, livestock projects, public speaking events and contests. These events teach youth valuable life-skills that they can rely on for years to come.

- Livestock Judging, Poultry Judging, and Soils Judging Teams participate at regional level
- 13- 4-H'ers Participated in 4-H Chick Chain Program.
- 2- Individuals won Grand Champion in their breeds at State Sheep Expo.
- 30- Participants in the 4-H Archery Program, 2<sup>nd</sup> Place Team in State, and Jr. High State Premier Archer.
- Energy Education Program provides materials and funding for hands-on science based learning at the TCES and JSMS.

## **FCS 4-H Opportunities**

Whether it is learning about food safety, how to sew a straight seam, or about comparison shopping Trousdale County 4-H'ers are presented with a variety of activities that teach them useful life skills.

- 4 Competed in the online LifeSmarts contest. Gaining knowledge in Personal Finance, Health and Safety,
   Environment, Technology, and
   Consumer Rights. The four person team received 1<sup>st</sup> place.
- 7 4-H'ers participated in a Sewing and Craft camp.
- 4- Participated in the Regional Fun with Fashion contest. One received first place in Formal Wear 9<sup>th</sup>-12<sup>th</sup> grade. Another received second place in School Wear 4<sup>th</sup>-5<sup>th</sup> grade
- 2 Participated in the Regional Outdoor Meat Cookery contest. 1 received 2<sup>nd</sup> place and the other received 8<sup>th</sup> place.
- Senior high 4-H'er acted as June Dairy Month Chairperson and promoted dairy throughout the county.

## Family and Consumer Sciences

A number of different Family and Consumer Science programs are offered to the citizens of Trousdale County.

- 15 attended four Healthy Eating lessons
- 3 Family and Community Education (FCE) clubs with a total of 43 members.
- Partnership with the Trousdale County Health Council to help deliver health and wellness programs.

## TN Agricultural Enhancement

TAEP is cost-share program from the TN Dept. of Agriculture. Although not directly responsible for the program UT Extension provides the educational requirements that producers need to qualify. We also offer assistance in the application process and remind producers of deadlines.

- \$597,736 dollars have been returned to Trousdale Co. Farmers as of the end 2012.
- Majority of those applications and reimbursements have been completed at the UT Extension office.

### Contact Us

Our office is located 214 Broadway. Office hours are 7:30 a.m. to 4:30 p.m. weekdays. Contact us at 615-374-2421 or at any of the below e-mail addresses.

### Jason Evitts.

Extension Agent II & County Director Agriculture and Natural Resources, 4-H Youth Development jevitts@utk.edu

## Sara Gray,

Extension Agent I
Family and Consumer Sciences,
4-H Youth Development
sgray29@utk.edu

## Terry Toney,

Administrative Assistant III Certified Professional Secretary ttoney1@utk.edu

## **RESOLUTIONS**

## **RESOLUTION #2015-07-486**

## A Resolution to Approve the Award of Bid For the Communication Tower

WHEREAS, on Thursday, February 5, 2015, at 2:00 p.m. local time, bids were received and opened for the 2012 –D DISASTER RECOVERY CDBG EMERGENCY E-911 TOWER, for the Hartsville/Trousdale County Government; and

WHEREAS, four (4) bids were received and opened for this project with Graves & Graves Construction Co. Inc., of Parsons, Tennessee being the low bidder in the Corrected Base Bid amount of \$252,150.50,

NOW, THEREFORE, BE IT RESOLVED, at this regular meeting on Monday, February 23, 2015, that the Hartsville/Trousdale County Government, acting through its Mayor and Board of Commissioners, agrees to award the 2012 – D DISASTER RECOVERY CDBG EMERGENCY E-911 TOWER to Graves & Graves Construction Co. Inc., of Parsons, Tennessee, in the base bid amount of \$252,150.50 subject to the approval of the Department of Economic and Community Development and the availability of funds.

Motion to Approve:	- · · · · · · · · · · · · · · · · · · ·
Second:	
	Hartsville/Trousdale County Government
	Mark Beeler, Commission Chairman
	Carroll Carman, County Mayor
Attest:	

#### **RESOLUTION #2015-08-487**

RESOLUTION AUTHORIZING A LOAN PURSUANT TO A LOAN AGREEMENT BETWEEN THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; APPROVING THE ISSUANCE OF A BOND BY THE PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; AND, CONSENTING TO THE ASSIGNMENT OF THE COUNTY'S OBLIGATION UNDER SUCH LOAN AGREEMENT, AND CERTAIN OTHER MATTERS

WHEREAS, the Hartsville/Trousdale County Commission (the "Board"), of the Hartsville/Trousdale County Government (the "County"), has determined that it is necessary to finance the costs of certain "public works projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, consisting of the extension, construction, improvement, and equipping of the water and sewer system located in the County, including but not limited to the extension of water and wastewater lines, and wastewater treatment upgrades, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the County (collectively, the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

WHEREAS, it has been determined by the Board of the County to be in the best interests of the County to finance the Project through The Tennessee Municipal Bond Fund variable rate loan program;

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, <u>Tennessee Code Annotated</u>, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the County for the above described purposes;

**WHEREAS**, in order to effectuate the program, the Authority has authorized and approved by its Resolution, adopted November 5, 2013, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

WHEREAS, the Authority will issue its Variable Rate Local Government Loan Program Bond, Series 2015 (Hartsville/Trousdale County Water and Sewer System Loan) (the "Bond"), in the principal amount of not to exceed Seven Million Dollars (\$7,000,000), and loan the proceeds thereof to the County pursuant to the provisions of a Loan Agreement, by and among the County, the Authority, and the Purchaser, as hereinafter defined, to be dated the date of issuance and delivery (the "Loan Agreement");

WHEREAS, the County adopted an Initial Resolution at its January 26, 2015 meeting authorizing the borrowing of funds and the incurring of indebtedness for the purpose of financing the Project in the amount of not to exceed \$7,000,000, and the County Clerk of the County has published such Initial Resolution together with the Notice required by Section 9-21-206 of <u>Tennessee Code Annotated</u>, as amended, in a local newspaper in the County;

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the County legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the County, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the County will be irrevocably pledged; provided, however, it is the intention of the County that the indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues to be derived from the operation of the water and sewer system, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such water and sewer system, and to any pledge of such revenues in favor of other obligations of the water and sewer system; and,

WHEREAS, the Bond is to be secured by and contain such terms and provisions as set forth in (i) that certain Indenture of Trust (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), and (ii) that certain Bond Purchase Agreement, entered into between the Authority and the purchaser of the Bond (the "Purchaser").

## NOW, THEREFORE, BE IT RESOLVED by the Hartsville/Trousdale County Commission, as follows:

- Section 1. Approval of the Loan. (a) For the purpose of providing funds to finance the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the County, the loan to the County from the Authority is hereby authorized in the principal amount of not to exceed \$7,000,000 and the County is hereby authorized to borrow such funds from the Authority (the "Loan").
- (b) The Bond to be issued by the Authority shall bear interest at a variable rate, such variable rate to be based on the Securities Industry and Financial Markets Association Rate ("SIFMA"), plus an initial purchasing bank spread of one hundred five basis points (1.05%), plus any additional fees, all as provided in the Indenture and Loan Agreement; provided, however, that such rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee. The County Mayor and County Clerk are authorized to enter into the Loan Agreement. The County shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The Loan Agreement shall be for a term of not to exceed ten years. The final amortization of principal amounts of the loan evidenced by the Loan Agreement may be established by the County Mayor, at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the County.
- (c) The Board of the County understands and is aware that the Purchaser has the option to put the Bond for purchase to the Authority during the term of the Loan (the "Put Option"), at certain intervals upon not less than one hundred eighty days' written notice to the Authority, the Tennessee Municipal Bond Fund, as administrator, and the County.

The Board is aware of the risks and benefits associated with the Loan and the Put Option. The Board finds that the repayment structure of the Loan (including the Put Option) is in the public interest of the County.

The Board further agrees that it is willing to pay additional issuance costs associated with the refunding of the Loan and related Bond in the event the Put Option is exercised by the Purchaser. In the event that the Put Option is exercised by the Purchaser, and the County is unable to pay the Loan amount in full on such date and no subsequent holder can be determined, the Board commits to refund the Loan in the following manner:

- (x) the Board shall submit a plan of refunding to the Comptroller or Comptroller's designee;
- (y) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Loan; and,
- (z) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Loan.

The Board has not retained an independent municipal advisor in connection with the Loan. The Board understands and acknowledges that the Purchaser does not owe a fiduciary duty to the County and that the Purchaser is acting for its own business and commercial interests. The Board has consulted with such advisors and experts as it deems appropriate before the consideration and adoption of this Resolution.

- Section 2. Approval of Loan Agreement. The form, terms, and provisions of the Loan Agreement are in the best interest of the County and are hereby approved and the Board hereby authorizes the County Mayor and the County Clerk of the County to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the County Mayor and the County Clerk to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement. The County further agrees to comply with, and to enable the Authority to comply with, all covenants and requirements contained in the Indenture, the Bond Purchase Agreement, and that certain Tax Exemption Certificate to be executed by the Authority at the time of the issuance of the Bond.
- Section 3. <u>Fulfillment of Obligations</u>. The Board of the County is authorized and directed to fulfill all obligations of the County under the terms of the Loan Agreement.
- Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the County on all taxable property within the corporate limits of the County without limitation as to time, rate, or amount, to the extent necessary in the event funds of the County legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the County under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the County are irrevocably pledged.

It is the intention of the County that the indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues to be derived from the operation of the water and sewer system, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such water and sewer system, and to any pledge of such revenues in favor of other obligations of the water and sewer system.

Section 5. Approval of Bond, Indenture, and Bond Purchase Agreement. For the purpose of providing funds to make the loan to the County evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto, including

costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved. The County further approves the execution and delivery of the Indenture and the Bond Purchase Agreement by the Authority in connection with the issuance of the Bond.

- Section 6. <u>Disposition of Proceeds</u>. The proceeds from the sale of the Bond shall be paid, from time to time, to the official of the County designated by law as the custodian of the funds, upon submission of a requisition for such funds by the County to the Trustee, in accordance with the terms of the Indenture and Loan Agreement. Such proceeds shall be disbursed from time to time solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the County.
- Section 7. Consent to Assignment. The County hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement to the Trustee as security for the Bond to which such Loan Agreement relates, except for certain reserved rights of the Authority.
- Section 8. Arbitrage Certification. The County recognizes that the Purchaser of the Bond will have accepted it on, and paid therefor a price which reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the County agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Board of the County that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Board further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The County Mayor and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.
- Section 9. Miscellaneous Acts. The County Mayor, the County Clerk, the County Trustee, the County Attorney, and all other appropriate officials of the County are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved.
- Section 10. <u>Captions</u>. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.
- <u>Section 11</u>. <u>Severability</u>. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

- Section 12. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.
- Section 13. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the County requiring it.

Adopted this 23rd day of February, 2015

	APPROVED:
	COMMISSION CHAIRMAN
ATTEST:	COUNTY MAYOR
COUNTY CLERK	

## STATE OF TENNESSEE) COUNTY OF TROUSDALE)

I, Rita Crowder, hereby certify that I am the duly qualified and acting County Clerk of The Hartsville/Trousdale County Government (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Hartsville/Trousdale County Commission (the "Board") of said County held on February 23, 2015; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$7,000,000 by said County; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 23rd day of February, 2015.

	County Clerk	
(SEAL)		

### **RESOLUTION #2015-09-488**

## A Resolution to Approve the NACO U. S. Communities Cooperative Purchasing Master Agreement

WHEREAS, the National Association of Counties (NACO) has founded and sponsored the U.S. Communities Purchasing Alliance, which is a leading national purchasing cooperative that was created to reduce the costs of goods or services to local governments by aggregating the purchasing power of public agencies nationwide; and

WHEREAS, the County desires to save on the costs of goods and services for the citizens of the County; and

WHEREAS, the County is authorized under T.C.A. 12-3-1205 to participate in the purchasing alliance by approving the master agreement of the purchasing cooperative;

Motion to Annrove:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hartsville/Trousdale County, Tennessee, meeting in regular session in Hartsville, Tennessee, that the Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") attached hereto is approved.

Triodon to Approve.	
Second:	<u> </u>
Adopted by a majority vote of the day of February, 2012.	Hartsville/Trousdale County Legislative Body, this 23 <sup>rd</sup>
	APPROVED:
	MARK BEELER, COMMISSION CHAIRMAN
ATTEST:	
RITA CROWDER, COUNTY CLERK	



#### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

#### RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

- 1. That each party will facilitate the cooperative procurement of Products and Services.
- 2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
- 3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
- 4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
- 5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
- 6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
- 7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
- 8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
- 9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
- 10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

## CREATED BY PUBLIC AGENCIES TO MEET THE NEEDS OF PUBLIC AGENCIES

by these leading national governmental organizations U.S. Communities was founded and is co-sponsored plus more than 90 state and regional organizations.

FOUNDING CO-SPONSORS





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✓ FREE Registration

Discover the Difference Visit www.uscommunities.org to Start Saving Today!

> ✓ Best Overall Government Agency Pricing
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## U.S. COMMUNITIES DISCOVER THE DIFFERENCE

cooperative that delivers cost savings for products and services, and reduces the administrative costs nationwide. With a 20-year history and more than associated with competitive bids for government agencies, educational institutions and nonprofits 55,000 participants, U.S. Communities sets the standard for cooperative purchasing solutions. U.S. Communities is a nonprofit purchasing

FREE! No cost or commitment to participate

An impartial lead public agency competitively solicits, evaluates and awards all contracts

Supplier commitment to provide the lowest overall public agency pricing

# EFFICIENCY

Reduce time and resources for contract solicitation

Contract validation documentation and analysis is handled by the supplier

Transparent process to protect your ethical, legal and financial interests

# WALUE

Regional Program Manager is your dedicated

Independent audits and quarterly supplier reviews to ensure compliance Webinars and training, green solutions, rebate programs, local purchasing options and more

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Solution

East Coast Meddquarters 9717 Washingtonian Blvd, Suite 100 Gaithersburg, MD 20878 © 2014 U.S. Communities v505201 T 866,472,7467 | F 925,939,8457 West Coast Headquarters 2999 Oak Road, Suite 710 Walnut Craek, CA 94597 www.uscommunities.org





U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

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- **GREEN SOLUTIONS**

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MULTIFUNCTION DEVICES & COMMANDED PRINT SERVICES.

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TEMPORARY STAFFING SOLUTIONS

FRODUCTS & SOLUTIONS

TECHNOLOGY PRODUCTS & SOLUTIONS

AUTO PARTS

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UNICOM Government Inc

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FACILITY CLEANING & SERVICES





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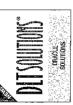


























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ELEVATOR & ESCALATOR

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### **RESOLUTION #2015-10-489**

## A Resolution to Request Modification of TCA 67

## Regarding Delinquent Taxes on Certain Property

Whereas, the Hartsville/Trousdale County Commission is responsible for the financial management of the taxes it receives from the citizens of the County; and

Whereas, it has come to the attention of the Hartsville/Trousdale County Commission, based on T.C.A. 67, that if certain real property is placed for sale at the County delinquent tax sale and becomes County property, this could put a financial burden on the tax payers of Hartsville/Trousdale County,

Now Therefore Be It Resolved, by the Hartsville/Trousdale County Commission, meeting in regular session on February 23, 2015, that the request is made that State Legislators modify existing legislation, or pass new legislation, that could remove this financial burden from the Hartsville/Trousdale County tax payers by adding the following language to the current TCA:

## 67-5-2506. Sale of land for county taxes only.

- (a) (1) When any land must be sold for payment of delinquent county taxes only, it shall be sold under the provisions of this part and parts 20 and 24 of this chapter so far as they apply.
- (2) It is the duty of the clerk of the court ordering the sale to bid, on behalf of the governmental entities for which the taxes are owing, to ascertain the amount due for taxes, interest, penalties and costs, where no other bidder offers the same or higher bid; provided, that, in the case of property where the county legislative body has determined that no bid should be made on behalf of the governmental entities to which taxes are owing due to a determination that such property poses an environmental risk or financial burden, the clerk shall not offer a bid. The county legislative body may also make a determination that no bid shall be made on behalf of the governmental entities on non-buildable or non-conforming parcels, including, without limitation:

Motion to approve:		
Second:		
	Approved:	
	Commission Chairman	
Attest:		
County Clerk		



## Office of Rollen "Buddy" Bradshaw LOUDON COUNTY MAYOR

100 River Road • Suite 106 • Loudon, Tennessee 37774

Dear Fellow County Mayor or Executive,

I am writing this to you in a request for help and to make our voices even stronger through a unified front. This is an issue that affects many of our counties, potentially all of our counties, and the taxpayers that reside therein.

In 2010 a judgment was handed down against Coffee County that for all intents and purposes, forced counties to pay POA/HOA fees on delinquent properties that became county property through the tax sale.

I will use Loudon County as an example. We have several gated and private communities throughout our county and the largest by far is Tellico Village. Our last tax sale was October and the County was unable to come to an agreement with the Tellico Village POA and I had the delinquent lots from all POA/HOA related lots in the county removed from the sale. I was taken to court in an attempt to force the County to put those lots back into the sale. The Chancellor handed down the opinion that the POA had no right or authority to force the county to sell the lots. I have enclosed that judgment as an attachment. We want the properties back into private hands as much as anyone, but I will not put these through the tax sale at the risk of being forced to raise taxes.

Here is my reasoning behind the removal of the lots from the sale. If the lots had not sold, and most would have not, Loudon County would have been responsible for more than \$500,000 annually for assessments. The next sale slated for 2016 can potentially put that number to the range of \$1,000,000. Consider that: \$1,000,000 in taxpayer money for pools, gyms, and other amenities that the average taxpayer will never have access to. It's borderline ridiculous.

I have attached a copy of the resolution that we passed as a county legislative body and have sent it to our state representatives. The local governments must have help from the state level to put a stop to this fleecing of the already strained county budgets. I am asking you to do the same. The real estate industry and POA/HOA's have already hired lobbyists and are in the process of hiring more. If we as a group will stand together and stand up for our citizens, then our voice will be the loudest and our opinion will be the strongest. I am asking that you would present the resolution to your Commissions and then to your State Representative, and together we can protect our counties and the residents that count on us to spend their tax dollars wisely.

Thank you,

Loudon County Mayor

## IN THE CHANCERY COURT FOR LOUDON COUNTY, TENNESSEE

LOUDON COUNTY, A political Subdivision of the State of Tennessee	)
Plaintiff,	)
vs.	) No. 12117
ABBOTTS CROSSING	)
HOMEOWNERS ASSOCATION, INC.,	)
ET AL.	)
Defendant.	) )

## ORDER DENYING MOTION TO INTERVENE BY TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

This matter came on for special hearing on the 20<sup>th</sup> day of October, 2014, before the Honorable Frank Williams, Chancellor upon the "Motion to Intervene and for Expedited Hearing" filed by Tellico Village Property Owners Association, Inc. ("TVPOA") on October 13, 2014 and the "Motion to Set Aside Order" filed by TVPOA on October 16, 2014, along with the notice for the hearing, at which time the Court heard oral argument by substitute counsel, Jerry M. Martin for the proposed intervener and special counsel J. Michael Haynes and Albert J. Harb for Loudon County, and from all of which the Court did determine that the County's Motion to Quash the notice for the hearing was overruled and the Motion to Intervene should be overruled on the basis that the Court found the petitioner lacked the necessary special interest or standing required to intervene in the original action styled Loudon County, a political subdivision of the State of Tennessee v. Abbotts Crossing Homeowners Association, Inc. et al. The Motion to Set Aside Order by TVPOA was rendered moot, since TVPOA was not permitted to intervene.

ENTERED DAY 13 OF NOV 2014

Judy Chark & MASTER CB

## IT IS THEREFORE ORDERED that:

- 1. The motion by Loudon County to quash the requested expedited hearing for lack of timely notice under the Tennessee Rules of Civil Procedure is denied;
  - 2. The Motion to Intervene is denied;
  - The Motion to Set Aside Order by TVPOA is rendered moot.
- 4. The tax sale set for October 20, 2014 at 10:00 a.m. shall be allowed to proceed as scheduled; and
- 5. Court costs, if any billed by the Clerk associated with the Motion to Intervene and Motion to Set Aside Order are taxed to the proposed intervener, TVPOA, for which execution may issue if necessary.

Enter this the  $\frac{b}{a}$  day of  $\frac{b}{a}$ , 20

CHANCELLOR

APPROVED FOR ENTRY:

JERRY M. MARTIN

Ву

Jerry M. Martin, BPR #010053 112 Glenleigh Ct., Suite 1

Knoxville, TN 37934

Attorney for Tellico Village Property Owners Association, Inc.

STATE OF TENN. LOUDON COUNTY I, Fred Chaney, Clerk and Master for said county, certify this to be a true a correct copy of the original which is on file in my office at the Court House in Loudon, Witness my hand and seal at office, this

Jud Chancy Clark

## HODGES, DOUGHTY & CARSON, PLLC

By

J. Michael Haynes, Jr., BPR #001344

Albert J. Harb, BPR #006906

P.O. Box 869

Knoxville, TN 37901

Attorneys for Loudon County

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing document has been served upon the following by delivering same or by placing same in the United States Mail, postage prepaid.

Terry Vann, Loudon County Property Tax Attorney 110 Kingston Street Lenoir City, Tennessee 37771

This 5 day of Nocula, 2014.

HODGES, DOUGHTY & CARSON, PLLC

J. Michael Haynes

CERTIFICATE OF CLERK STATE OF TENN, LOUDON COUNTY

I, Fred Chaney, Clerk and Master for said county hereby certify that I have handed or placed in the United States mail a true & accurate copy of the foregoing document to the parties and/or counsel this

By Canie Black D.O.

## **RESOLUTION #2015-11-490**

## A Resolution Authorizing the Hartsville/Trousdale County Government To Use Direct Deposit as a Method of Paying Employees

**WHEREAS,** direct deposit of employee payroll by electronic funds transfer is now commonly used among the business community as an efficient method of handling employee wage payments; and

WHEREAS, the number of employees paid by the county has reached the level that direct deposit has become a reasonable option for the payment of employee wages, making it more efficient for the payroll department and more convenient for the employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Hartsville/Trousdale County Commission meeting in regular session this 23<sup>rd</sup> day of February, 2015, that direct deposit is hereby approved as the method of employee wage payment.

**BE IT FURTHER RESOLVED** that direct deposit, when implemented by either the General Services Department or the Highway Department shall be mandatory for all current and future employees of the said Department (the Board of Education has already implemented direct deposit).

**BE IT FURTHER RESOLVED** that the implementation of direct deposit shall be under the direction of the County Mayor for the General Services Department and the County Road Superintendent for the Highway Department with an effective date to be determined by the Department Official.

Motion to Approve:	
Second:	
	APPROVED:
ATTECT	COMMISSION CHAIRMAN
ATTEST:	
COUNTY CLERK	

## BUDGET AMENDMENTS

Request is hereby made to amend Fund 101 County General Services

as follows:			
DEBIT:			
39000	Fund Balance		\$ 19,000.00
	TOTAL		\$ 19,000.00
CREDIT:			
58400 316	Other Charges Contributions		\$ 19,000.00
	TOTAL		\$ 19,000.00
	appropriate funds for onnel in the School Sys		of a 1.4% raise
Motion to approve:			
Second:	g-,		-
		APPROVED	
		COMMISSIO	ON CHAIRMAN
ATTEST:			
COLINTY CLERK			

Request is hereby made to amend Fund 101 County General Service	ces
by increasing revenue and expenditures as follows:	

DEBIT:			
46915	Contracted Prisoner Bo	ard \$ 10,000.00	
	TOTAL	\$ 10,000.00	
CREDIT:			
54210 790	Jail Other Equipment	\$ 10,000.00	
	TOTAL	\$ 10,000.00	
This amendment will use funds received from the state for housing prisoners for the purchase of a commercial washer and dryer for the jail.			
	ve:		
Second:			
	,	APPROVED:	
	-	COMMISSION CHAIRMAN	
	•	COMMISSION CHARRINAN	
ATTEST:			
COUNTY CLERK			

Request is hereby made to amend Fund 101 County General Services

by increasing revenue and expenditures as follows:				
DEBIT:				
41520	Building Permits		\$ 6,504.00	
	TOTAL		\$ 6,504.00	
CREDIT:				
58400 334	Other Charges Maintenance Agreeme	ents	\$ 6,504.00	
	TOTAL		\$ 6,504.00	
This amendment will provide funding for computer network monitoring and maintenance for the remainder of FY 2014-15				
Motion to approve: _				
Second:				
		APPROVED:		
		COMMISSIC	N CHAIRMAN	
ATTEST:				

COUNTY CLERK

Request is hereby made to amend Fund 101 County General Service
by increasing revenue and expenditures as follows:

DEDIT:		
46820	Income Tax	\$ 3,500.00
	TOTAL	\$ 3,500.00
CREDIT:	·	
51800 307	County Buildings Communications	\$ 3,500.00
	TOTAL	\$ 3,500.00
This amendmen begun in 2013	t will re-appropriate funds f	for County website construction
Motion to appro	ve:	
Second:		
	A	APPROVED:
	-	COMMISSION CHAIRMAN
ATTECT:	`	
ATTEST:		
COUNTY CLERK		